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NOV 20 1978

DEC 20 1978

Fee \$20.00

ICC Washington

RECORDATION NO. 9584-A Filed 1425

DEC 20 1978-3 30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9438-B Filed 1425

DEC 20 1978-3 30 PM

INTERSTATE COMMERCE COMMISSION December 20, 1978

Amendment Agreement Dated as of November 1, 1978,  
Amending Conditional Sale Agreement  
Filed under Recordation No. 9438,  
Lease Filed under Recordation No. 9438-B  
and Guarantee Filed under Recordation No. 9584

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation for filing and recordation eight counterparts of the following document:

Amendment Agreement dated as of November 1, 1978, among Consolidated Rail Corporation, Fifth HFC Leasing Corporation, HFC Leasing Inc., The Connecticut Bank and Trust Company, as Trustee, Bethlehem Steel Corporation and Continental Illinois National Bank and Trust Company of Chicago.

The Amendment Agreement amends a Conditional Sale Agreement, dated as of March 15, 1978, previously filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1978, at 1:05 p.m., Recordation Number 9438, a Lease of Railroad Equipment, dated as of March 15, 1978, previously filed and recorded as above with the Interstate Commerce Commission

on June 9, 1978, at 1:05 p.m., Recordation Number 9438-B, and a Guarantee Agreement dated as of March 15, 1978, previously filed and recorded as above with the Interstate Commerce Commission on July 18, 1978, at 2:20 p.m., Recordation Number 9584.

The Amendment Agreement covers the addition of the following equipment to the aforementioned documents:

Seventy-five (75) 100-ton capacity open top triple hopper cars (AAR Mechanical Designation: HT) bearing Conrail identifying numbers CR 490801 through CR 490875, inclusive.

The Amendment Agreement also covers the exclusion from the aforementioned documents of the 75 open top triple hopper cars listed as "Excluded Cars" in paragraph 1 of the Amendment Agreement. Schedules of all equipment now covered by the aforementioned Conditional Sale Agreement and the aforementioned Lease are contained in Exhibit A and Exhibit B, respectively, to the Amendment Agreement.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 9438-D.

Please also cross-index this filing under Recordation Number 9584 and enter this filing in the index register under this number.

Enclosed is a check for \$20 payable to the Interstate Commerce Commission, for the recordation fee for the Amendment Agreement and the additional cross-indexing requested.

Please stamp all eight counterparts of the enclosed document and the ten attached copies of this transmittal letter with your official recording stamp. You will wish to retain one copy of the instrument and the original of this transmittal letter for your files. It is requested that the seven remaining counterparts of the document and the nine copies of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,.

*David C. Spialter*

David C. Spialter,  
As Agent for Consolidated  
Rail Corporation

H. G. Homme, Esq.,  
Acting Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

55A  
BY HAND

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

12/20/78

OFFICE OF THE SECRETARY

David C. Spialter  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 12/20/78 at 3:30pm , and assigned recordation number(s) 9438-D & 9584-A

Sincerely Yours,

  
H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

ICC COPY

AMENDMENT AGREEMENT, dated as of November 1,  
1978, among CONSOLIDATED RAIL CORPORATION, a

RECORDATION NO. 9438-A  
DEC 20 1978-3 30 PM  
INTERSTATE COMMERCE COMMISSION

9384-A Pennsylvania corporation (the "Lessee"), FIFTH  
HFC LEASING CORPORATION, a Delaware corporation

RECORDATION NO. 9384-A  
DEC 20 1978-3 30 PM  
INTERSTATE COMMERCE COMMISSION

(the "Owner"), HFC LEASING INC., a Delaware cor-  
poration (the "Owner Parent"), THE CONNECTICUT  
BANK AND TRUST COMPANY, a Connecticut banking  
corporation, acting not in its individual capacity  
but solely as trustee (the "Vendee") under a  
Trust Agreement dated as of March 15, 1978 (the  
"Trust Agreement") with the Owner, BETHLEHEM  
STEEL CORPORATION, a Pennsylvania corporation  
(the "Builder"), and CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF CHICAGO (the "Investor").

WHEREAS, the Lessee, the Owner, the Owner Parent,  
the Vendee and the Investor entered into a certain  
Participation Agreement dated as of March 15, 1978 (the  
"Participation Agreement") relating to 298 100-ton capacity  
open top triple hopper cars to be manufactured by the  
Builder;

WHEREAS, pursuant to the Participation Agreement,  
the Vendee and the Builder entered into a Conditional Sale  
Agreement (the "CSA") and the Builder and the Investor  
entered into an Agreement and Assignment (the "Assignment"),  
each dated as of March 15, 1978;

WHEREAS, the CSA and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1978, and were assigned recordation numbers 9438 and 9438-A, respectively;

WHEREAS, pursuant to the Participation Agreement, the Vendee and the Lessee entered into a Lease of Railroad Equipment (the "Lease") and the Vendee and the Investor entered into an Assignment of Lease and Agreement (the "Lease Assignment"), each dated as of March 15, 1978;

WHEREAS, the Lease and the Lease Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1978, and were assigned recordation numbers 9438-B and 9438-C, respectively;

WHEREAS, pursuant to the Participation Agreement, the Owner, the Vendee, the Investor and the Builder, among others, entered into a Guaranty Agreement (the "Guaranty"), dated as of March 15, 1978;

WHEREAS, the Guaranty was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 18, 1978, and was assigned recordation number 9584;

WHEREAS, on July 17, 1978, as set forth in a Memorandum of Agreement, dated such date, among the Lessee, the Owner, the Owner Parent, the Vendee, the Builder and the Investor (the "Initial Amendment"), the parties hereto agreed to exclude from the transactions contemplated by the Participation Agreement 75 specified units of railroad equipment;

WHEREAS, this Amendment, inter alia, incorporates and effectuates the terms of, and supersedes, the Initial Amendment;

WHEREAS, the Owner has authorized and instructed the Vendee to execute this Amendment, as evidenced by its instruction attached hereto;

WHEREAS, the Investor has consented to the making of this Amendment, as evidenced by its execution hereof;

WHEREAS, the parties hereto desire to amend the CSA and the Lease to confirm the exclusion of the aforementioned units of railroad equipment therefrom and, in connection therewith, to amend the Participation Agreement and certain other agreements, forms of which are attached as Exhibits to the Participation Agreement, to reflect and/or to permit said exclusion, all as contemplated by the Initial Amendment; and

WHEREAS, the parties hereto desire further to amend the CSA and the Lease so as to include certain other units of railroad equipment therein and, in connection therewith, to amend the Participation Agreement and certain other agreements, forms of which are attached as Exhibits to the Participation Agreement, to reflect and/or to permit said inclusion.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Participation Agreement, together with all Exhibits thereto, and all of the agreements, forms of which are attached as Exhibits to the Participation Agreement, are hereby amended to reflect (a) the exclusion from the transactions contemplated thereby of 75 100-ton capacity open top triple hopper cars numbered CR 488186 through CR 488217, inclusive, CR 488219 through CR 488250, inclusive, CR 488255 through CR 488259, inclusive, CR 488261 through CR 488263, inclusive, and CR 488269 through CR 488271, inclusive (collectively, the "Excluded Cars") and (b) the inclusion in the transactions contemplated thereby of 75

100-ton capacity open top triple hopper cars numbered

CR 490801 through CR 490875, inclusive

(collectively, the "Substitute Cars").

2. Without limiting the generality of the foregoing, the CSA and the Lease are hereby amended (a) to exclude from Annex B to the CSA and from Schedule 1 to the Lease the Excluded Cars and (b) to include in Annex B to the CSA and in Schedule 1 to the Lease the Substitute Cars.

3. The CSA and the Lease are hereby amended by revising the text appearing under the heading "Estimated Time and Place of Delivery" in Annex B to the CSA and in Schedule 1 to the Lease to read, "December 1978 (as to cars numbered CR 490801 through CR 490875); July 1978 (as to balance of cars included herein); Johnstown, Pennsylvania."

4. Annex B to the CSA, as amended hereby, is attached hereto as Exhibit A. Schedule 1 to the Lease, as amended hereby, is attached hereto as Exhibit B.

5. The CSA is hereby amended by revising Item 2 of Annex A to the CSA to read, "The Equipment shall be

settled for in not more than two Groups of units of Equipment delivered to and accepted by the Vendee."

6. The Assignment, the Lease Assignment and the Guaranty are hereby amended to permit the aforesaid amendments to the CSA and the Lease, as though originally set forth therein.

7. Promptly after this Amendment Agreement has been executed and delivered by the parties hereto (and, in any event, prior to the Lessee's acceptance of delivery of any of the Substitute Cars, as provided for in Article 3 of the CSA and in § 2 of the Lease), the Lessee will (a) cause this Amendment Agreement to be filed, recorded and/or deposited in accordance with the provisions of § 15 of the Lease (including filing with the Interstate Commerce Commission pursuant to 49 USC § 11303) and (b) deliver to each of the other parties hereto (i) amended Certificates of Insurance, executed by the Lessee's independent broker, to the effect referred to in paragraph (b) of § 8 of the Lease, and (ii) an amended Certificate with Respect to Use of Equipment, executed by an officer of the Lessee, in the form of the certificate with respect thereto delivered by the Lessee on or prior to the First Delivery Date (as defined in the Participation Agreement), each such amended Certificate to be dated as of a recent date and to reflect the substitution, effected hereby, of the Substitute Cars for the Excluded Cars.

8. Except as amended hereby, the Participation Agreement, the Trust Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Guaranty shall remain unaltered and in full force and effect, and the terms and provisions of each such document are hereby ratified and confirmed by the respective parties thereto.

9. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all of the parties hereto if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed, all as of the day and year first above written.

THE CONNECTICUT BANK AND  
TRUST COMPANY, acting not  
in its individual capacity  
but solely as trustee under  
a Trust Agreement dated as  
of March 15, 1978.


By \_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

CONSOLIDATED RAIL CORPORATION

By   
Vice President and  
Treasurer

[Corporate Seal]

Attest:

  
Assistant Secretary

FIFTH HFC LEASING CORPORATION

By \_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

HFC LEASING INC.

By \_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

BETHLEHEM STEEL CORPORATION

By \_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF CHICAGO

By \_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Banking Officer

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF PHILADELPHIA, )

On this 13<sup>th</sup> day of December, 1978, before me personally appeared R.T. Fox, to me personally known, who, being by me duly sworn, says that he is a Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alfonso J. DiGregorio  
Notary Public

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 7, 1980

[Notarial Seal]

My Commission expires

STATE OF )  
 ) ss.:  
COUNTY OF )

On this            day of           , 1978, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is a an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF )

On this            day of            , 1978, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is a Vice President of FIFTH HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF )

On this            day of            , 1978, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is a Vice President of HFC LEASING INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF LEHIGH, )

On this       day of       , 1978, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK )

On this       day of       , 1978, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

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Notary Public

[Notarial Seal]

My Commission expires

## SCHEDULE 1 TO LEASE

Type	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Unit Base Price	Total Base Price	Estimated Time and Place of Delivery
100-ton Open Top Triple Hopper Cars (Conrail General Speci- fication 1727-C, as revised) AAR Mechanical Designation: HT	DF 3400-846	Johnstown, Pa.	298	CR 488166 to CR 488185, CR 488218, CR 488251 to CR 488254, CR 488260, CR 488264 to CR 488268, CR 488272 to CR 488463, CR 490801 to CR 490875.	\$29,230.05	\$8,710,554.90	December 1978 (as to cars numbered CR 490801 to CR 490875); July 1978 (as to balance of cars included herein); Johnstown, Pennsylvania

Annex B

to

Conditional Sale Agreement

Type	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Unit Base Price	Total Base Price	Estimated Time and Place of Delivery
100-ton . Open Top Triple Hopper Cars (Conrail General Speci- fication 1727-C, as revised) AAR Mechanical Designation: HT	DF 3400-846	Johnstown, Pa.	298	CR 488166 to CR 488185, CR 488218, CR 488251 to CR 488254, CR 488260, CR 488264 to CR 488268, CR 488272 to CR 488463, CR 490801 to CR 490875.	\$29,230.05	\$8,710,554.90	December 1978 (as to cars numbered CR 490801 to CR 490875); July 1978 (as to balance of cars included herein); Johnstown, Pennsylvania

## INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Trust Agreement dated as of March 15, 1978, between the undersigned and you, as Trustee. We hereby instruct you to enter into an Amendment Agreement dated as of November 1, 1978, in the form to which this instruction is attached.

Very truly yours,

FIFTH HFC LEASING CORPORATION

By \_\_\_\_\_

Title:

Date: \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_